tendered back, because such a contract is not void, despite provisions therein that the contract shall be void if warranties are broken or false representations made, but is only voidable at the action of the insurer.

The word "void" as used in clauses in an insurance policy means voidable at the option of the Insurance Co., and the retention of the premiums paid for an insurance policy, with knowledge of a condition broken, is an election to treat such policy as valid and not to insist upon a forfeiture. *Glens Falls Ins. Co. v. Michael,* 167 Ind., 659. Also in *Hunt v. State Ins. Co.,* 66 Nebr., 121, it is said, if the insurer with knowledge of the facts by reason whereof it is entitled to insist upon forfeiture, continues to recognize the policy as in force, or does any act inconsistent with insistence upon the forfeiture, the forfeiture is waived, and may not be relied upon thereafter. But a waiver cannot be inferred from silence and the mere omission of the insurer to repudiate and annul the policy and acquaint the insured that it claims the forfeiture, is not, as a matter of law, a waiver of the right to claim it. *Titus v. Glens Falls Ins. Co.,* 81 N. Y., 410. The case of *Amer. Cent. Ind. Co. v. Antram,* 86 Miss., 224, says the retention of premiums will not waive an insurance policy procured by false representations as to material matters, made with fraudulent intent; such contracts are absolutely void. But *Queen Ins. Co. v. Young,* 86 Ala., 424, holds that if the company after full knowledge of the breach, enters into negotiations or transactions with the insured, which recognize and treat the policy as still in force, or induces the insured to incur trouble or expense, it will be regarded as having waived the right to claim the forfeiture. This is supported by the great weight of authority, that if an insurance company retains the premiums and by its acts treats the policy as valid it waives the right to forfeiture. *Hanover Ins. Co. v. Bohn,* 48 Nebr., 742; *Sharp v. Scottish Union, etc., Co.,* 136 Cal., 542.

LICENSES—AS TO REAL PROPERTY—REVOCABILITY.—BAYNARD V. EVERY EVENING PRINTING CO., 77 ATL., 885 (DEL.).—*Held,* that at law a license cannot create or transfer any interest in land; and it is revocable, though granted for a valuable consideration, and though money may have been expended on the faith of it.

In general a mere naked license is revocable at the pleasure of the licensor. *Noftager v. Barkdoll,* 148 Ind., 531; *Hetfield v. Central R. Co.,* 29 N. J. L., 571; *Baldwin v. Taylor,* 166 Pa. St., 507. This rule applies even though the license be given under seal. *Williamston, etc., R. Co. v. Battle,* 66 N. C., 540. Moreover, according to the weight of authority the fact that a valuable consideration is given for a license does not render it irrevocable. *Wiseman v. Lucksinger,* 84 N. Y., 31; *Cook v. Ferbert,* 145 Mo., 462; *Thoemke v. Fiedler,* 91 Wis., 386. Several states, however, hold that the payment of a valuable consideration for a license creates a vested right which cannot be revoked. *Van Ohlen v. Van Ohlen,* 56 Ill., 528; *Burrow v. Terre Haute & L. R. Co.,* 107 Ind., 432. There is also a conflict of authority as to the revocability of licenses where money has been expended on property licensed. Some authorities hold that in such

a case an estoppel to revoke arises. *Clark v. Glidden,* 60 Vt., 702; *Rhodes v. Otis,* 33 Ala., 578. While on the other hand about an equal number hold that such expenditure of money does not render the license irrevocable. *Collins Co. v. Marcy,* 25 Conn., 239; *Minneapolis Mill Co. v. Railway,* 51 Minn., 304. But a license which is coupled with an interest in land is irrevocable. *Funk v. Haldeman,* 53 Pa. St., 229; *Long v. Buchanan,* 27 Md., 502.

MUNICIPAL CORPORATIONS—CHANGE OF GRADE—COMPENSATION—SETTING OFF BENEFITS.—IN RE BRADLEY, 125 N. Y. SUPP., 142.—*Held,* that in a proceeding to appraise damages for the change of grade of a village street, under Village Law (Consol. Laws, c. 64) § 159, benefits by the paving of the newly graded street cannot be set off against the damages done by the regrading.

At common law it is well settled that there is no liability for injuries caused by the damage done in changing the grade of a street. *Terre Haute v. Turner,* 36 Ind., 522; *Lee v. Minneapolis,* 22 Minn., 13. But in most states express provisions are made by legislative enactment for damages resulting from a change of grade. *Cummings v. Dixon,* 139 Mich., 269; *Comesky v. Village of Suffern,* 81 N. Y. Supp., 1049. Furthermore, it is well settled by common law, if not provided by statute, that if a particular property is benefited directly by a public improvement, the benefits may be set off against damages. *Seattle v. Methodist Protestant Church Bd. of Home Missions,* 138 Fed., 307; *Ft. Wayne v. Hamilton,* 132 Ind., 487. So, if the property is directly benefited as much as damaged, there can be no recovery. *Hopkins v. Ottawa,* 59 Ill. App., 288. However, the rule laid down in the principal case, that benefits which may be conferred by subsequent improvements cannot be set off against immediate damages, is in accord with the authorities. *Brucky v. Lake,* 30 Ill. App., 23; *Fuller v. City of Mt. Vernon,* 171 N. Y., 247. And in the same manner, future benefits are not to be set off against immediate damages. *Rudderow v. Philadelphia,* 166 Pa. St., 241. As to the benefits accruing to residence property from its increased value for business purposes. *Dallas v. Kahn,* 9 Tex. Civ. App., 19.

NEGLIGENCE—CONTRIBUTORY NEGLIGENCE—IMPUTATION.—BEAUCAGE V. MERCER, 92 N. E., 774 (MASS.).—*Held,* that contributory negligence of one party to a joint enterprise, including such an enterprise as use of an automobile, is imputed to the other, if within the scope of the enterprise.

Negligence in the conduct of another will not in general be imputed to the person injured, if he neither authorized such conduct nor participated therein nor had the right or power to control it. *Chicago Union Traction Co. v. Leach,* 117 Ill. App., 169; *Koplitz v. St. Paul,* 86 Minn., 373; *Laso v. Lancaster Co.,* 77 Nebr., 466. But if the act of a third person which contributed to the injury was, upon the principles of agency, or co-operation in a joint enterprise, the act of the person injured, recovery may be precluded. *Knightstown v. Musgrove,* 116 Ind., 121. In order to